

**Bridging the Performance Gap**

One University Place DB 229
Rensselaer, NY 12144
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www.cyclics.com

FAX #:

To: Joseph Mancini, JR

From: Gary R. Faler

Re: NDA

Date: 2/23/2000

Pages: 3

February 23, 2000
Joseph Mancini JR
Cedar Chemical Corp
5100 Poplar Ave
Memphis, TN 38137

Dear Mr. Mancini:

Last week at the Informex Meeting in New Orleans, we discussed the possibility of Cedar Chemical Corp producing cyclic PBT for Cyclic Corp. As agreed upon at that time, I am sending you a copy of our standard non-disclosure agreement for your review and approval. As soon as we have a non-disclosure agreement in place, I would like to schedule a time for me to come and visit your facility to discuss in detail our process and volume projections such that we can ascertain the viability of Cedar Chemical Corp fulfilling our toll production needs.

I thank you in advance for your cooperation.

Respectfully,

Gary R. Faler

MG, from
Semi Sec. 1/2/00
TR
J

Inclosed is A signed copy
of your Sec. agree

SP
Pls sign
return
J

9349897





5100 Poplar Avenue • Suite 2414 • Memphis, TN 38137 • (901) 685-5348 • Fax (901) 684-5398

February 25, 2000

Mr. Gary R. Faler
Cyclics Corporation
One University Place DB 229
Rensselaer, NY 12144

Dear Mr. Faler:

Enclosed is signed copy of the non-disclosure agreement between Cedar Chemical and Cyclics Corporation. I look forward to discussing your process in detail. Please let me know when you would like to schedule a visit to our West Helena, AR facility.

Sincerely,

A handwritten signature in black ink, appearing to read "J Mancini Jr", is written over the typed name.

Joseph G. Mancini, Jr.
Business Manager
Custom Manufacturing

Mg

Enclosures

**CYCLICS CORPORATION
RECIPROCAL NONDISCLOSURE AGREEMENT**

In order to protect certain confidential and proprietary information (Confidential Information), Cyclics Corporation and Pedar Chemical Corp (the "Company") identified below, agree that:

1. Effective Date: The effective date of this Agreement shall be _____, 1999.
2. Description of Confidential Information: The Confidential Information disclosed under this Agreement is described as set forth below.

Cyclics Corporation: Technology concerning cyclic PBT, its capabilities and properties, production processes and conditions, potential marketing plans, and information regarding the state of Cyclics Corporation.

Company: _____

3. Purpose of Confidential Disclosure: The party receiving Confidential Information ("Recipient") shall make use of the Confidential Information only for the following purposes:

Cyclics Corporation: _____

Company: evaluation of material and manufacturing processes, evaluation of Company's potential manufacturing capabilities.

4. Agreement Period: This Agreement controls Confidential Information which is disclosed between the Effective Date and one (1) year after the Effective Date. (the "Agreement Period").
5. Confidentiality Period: A Recipient's duty to protect Confidential Information expires seven (7) years from end of Agreement Period (the "Confidentiality Period").
6. Standard of Care: Except as provided in the Exclusions section herein, the Recipient shall (i) treat the Confidential Information received as strictly confidential and (ii) shall not divulge, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose whatsoever, such Confidential Information and (iii) shall not make use of such Confidential Information without prior written consent of the disclosing party. Such Confidential Information may be disclosed only to the employees or consultants of the Recipient who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the Recipient.
7. Markings: All Confidential Information which is subject to the terms and conditions of this Agreement shall be clearly marked in writing by the disclosing party as "CONFIDENTIAL," "SECRET" or with a comparable legend, which is the standard used by the disclosing party to protect its own Confidential Information. No party shall have any responsibility under this Agreement for any information which is not so marked in writing at the time of disclosure.

Nor shall any party have any responsibility under this Agreement for any oral or visual disclosures, except (i) as to information designated as confidential at the time of oral or visual disclosure and (ii) confirmed in writing delivered within twenty (20) days to the Recipient which provides clear notice of the claim of confidentiality and describes the specific information disclosed.

8. **Exclusions:** The obligations set forth in the Standard of Care section herein, shall in no way restrict or impair the right of the Recipient to disclose or use any information: (i) which at the time of disclosure is published or is otherwise in the public domain; (ii) which after disclosure becomes part of the public domain otherwise than through a breach of confidence or confidentiality; (iii) which was known to the Recipient prior to receipt from the disclosing party, provided that such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by the other party; (iv) which is disclosed to the Recipient by a third party (other than employees or agents of either party) which in making such information available to the Recipient is not in violation of any obligation of confidentiality to the disclosing party; (v) which is independently developed by the Recipient; or (vi) which is disclosed pursuant to an order or requirement of a court, administrative agency, or other governmental body.

9. **Miscellaneous**

- A. Upon request of the disclosing party, any written information subject to this Agreement shall be returned to the disclosing party. The obligations of the Confidentiality Period and Standard of Care sections herein survive the return or destruction of the Confidential Information during the Confidentiality Period.
- B. Except as provided herein, no right or license whatsoever, either express or implied, is granted to either party pursuant to this Agreement under any patent, patent application, copyright, trademark, mask work, trade secret, or other proprietary right now or hereafter owned or controlled by the other party.
- C. Recipient agrees that the other party owns all inventions or works of authorship derived from the other party's Confidential Information and further agrees to protect the intellectual property embodied in said inventions and works of authorship.
- D. Each party agrees that the Confidential Information is subject to the Export Laws and Regulations of the United States and shall not export re-export or transship, directly or indirectly, such information to Country Groups D1, E1, E2 and Iran and Syria or any other country hereafter restricted by the U.S. Government, without first obtaining U.S. governmental approval.
- E. This Agreement will be governed under the laws of the State of Delaware, without regards to its conflict laws principles.

Company

By: 

Name: GEORGE L. PRATT

Title: V.P. CUSTOM MFG

Address: 5100 Poplar Ave

MEMPHIS, TN 38137

CYCLICS CORPORATION

By: _____

Name: _____

Title: _____

Address: One University Place DB229

Rensselaer, NY 12144